



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 21
888 S FIGUEROA ST
FL 9
LOS ANGELES, CA 90017-5449

Agency Website: www.nlrb.gov
Telephone: (213)894-5204
Fax: (213)894-2778
February 7, 2012

TERRI BROWN
623 W 58TH ST
LOS ANGELES, CA 90037-4031

Re: RALPHS GROCERY COMPANY, THE
KROGER CO
Case 21-CA-073942

Dear Ms. Brown:

The charge that you filed in this case on February 6, 2012 has been docketed as case number 21-CA-073942. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge will be investigated by Field Examiner JOHN HATEM whose telephone number is (213)894-5244. If the Board agent is not available, you may contact Regional Director D. BRUCE HILL whose telephone number is (213)894-5210.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

February 7, 2012

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website www.nlr.gov or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

William M. Pate

/s/William M. Pate
Acting Regional Director

Enclosure: Copy of Charge

cc: SUZY E LEE, ATTORNEY AT LAW
INITIATIVE LEGAL GROUP APC
1800 CENTURY PARK EAST,
SECOND FLOOR
LOS ANGELES, CA 90067

WMP/js



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Telephone: (213)894-5204
Fax: (213)894-2778

February 7, 2012

RALPHS GROCERY COMPANY
1100 W ARTESIA BLVD
COMPTON, CA 90220-5108

THE KROGER CO
1014 VINE ST
CINCINNATI, OH 45202-1141

Re: RALPHS GROCERY COMPANY, THE
KROGER CO
Case 21-CA-073942

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JOHN HATEM whose telephone number is (213)894-5244. If this Board agent is not available, you may contact Regional Director D. BRUCE HILL whose telephone number is (213)894-5210.

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Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

February 7, 2012

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

William M. Pate

/s/William M. Pate
Acting Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

cc: (see next page)

RALPHS GROCERY COMPANY, THE - 3 -
KROGER CO
Case 21-CA-073942

February 7, 2012

cc: TIMOTHY F RYAN, ATTORNEY AT LAW
 MORRISON & FOERSTER LLP
 555 WEST FIFTH STREET, SUITE 3500
 LOS ANGELES, CA 90013-1024

WMP/js

Revised 3/21/2011

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

RALPHS GROCERY COMPANY, THE KROGER CO

CASE NUMBER

21-CA-073942

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7. A. PRINCIPAL LOCATION:

B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES

NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____

10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**RALPHS GROCERY COMPANY, THE
KROGER CO**

Charged Party

and

TERRI BROWN, AN INDIVIDUAL

Charging Party

Case 21-CA-073942

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on February 7, 2012, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

RALPHS GROCERY COMPANY
1100 W ARTESIA BLVD
COMPTON, CA 90220-5108

THE KROGER CO
1014 VINE ST
CINCINNATI, OH 45202-1141

February 7, 2012

Date

Linda Barbee, Designated Agent of NLRB

Name

/s/ *Linda Barbee*

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 21
888 S FIGUEROA ST
FL 9
LOS ANGELES, CA 90017-5449

Agency Website: www.nlrb.gov
Telephone: (213)894-5204
Fax: (213)894-2778

April 23, 2012

MS. TERRI BROWN
623 W 58TH ST
LOS ANGELES, CA 90037-4031

Re: Ralphs Grocery Company, The Kroger Co.
Case 21-CA-073942

Dear Ms. Brown:

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Examiner JOHN HATEM whose telephone number is (213) 894-5244. If the agent is not available, you may contact Assistant to the Regional Director D. BRUCE HILL whose telephone number is (213)894-5210.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

/s/
OLIVIA GARCIA
Regional Director

Enclosures

cc: SUZY E LEE, ATTORNEY AT LAW
INITIATIVE LEGAL GROUP APC
1800 CENTURY PARK E, SECOND FL
LOS ANGELES, CA 90067-1501

OG/hta



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 21
888 S FIGUEROA ST
FL 9
LOS ANGELES, CA 90017-5449

Agency Website: www.nlrb.gov
Telephone: (213)894-5204
Fax: (213)894-2778

April 23, 2012

RALPHS GROCERY COMPANY
1100 W ARTESIA BLVD
COMPTON, CA 90220-5108

THE KROGER CO.
1014 VINE ST
CINCINNATI, OH 45202-1141

Re: Ralphs Grocery Company, The Kroger Co.
Case 21-CA-073942

Dear Sir or Madam:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Examiner JOHN HATEM whose telephone number is (213) 894-5244. If the agent is not available, you may contact Assistant to the Regional Director D. BRUCE HILL whose telephone number is (213) 894-5210.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

/s/

OLIVIA GARCIA
Regional Director

Enclosure: Copy of first amended charge

cc: (See next page.)

April 23, 2012

cc: TIMOTHY F. RYAN, ATTORNEY AT LAW
MORRISON & FOERSTER LLP
555 W 5TH ST, STE 3500
LOS ANGELES, CA 90013-1080

STEVEN KATZ, ATTORNEY AT LAW
REED SMITH LLP
355 S GRAND AVE, STE 2900
LOS ANGELES, CA 90071-1514

OG/hta

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**RALPHS GROCERY COMPANY,
THE KROGER CO.**

Charged Party

and

TERRI BROWN, an Individual

Charging Party

Case 21-CA-073942

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 23, 2012, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

RALPHS GROCERY COMPANY
1100 W ARTESIA BLVD
COMPTON, CA 90220-5108

THE KROGER CO.
1014 VINE ST
CINCINNATI, OH 45202-1141

TIMOTHY F. RYAN, ATTORNEY AT LAW
MORRISON & FOERSTER LLP
555 W 5TH ST, STE 3500
LOS ANGELES, CA 90013-1080

STEVEN KATZ, ATTORNEY AT LAW
REED SMITH LLP
355 S GRAND AVE, STE 2900
LOS ANGELES, CA 90071-1514

April 23, 2012

Date

Linda Barbee, Designated Agent of NLRB

Name

/s/ Linda Barbee

Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

RALPHS GROCERY COMPANY

and

Case 21-CA-073942

TERRI L. BROWN, an Individual

COMPLAINT
AND
NOTICE OF HEARING

This Complaint and Notice of Hearing, which is based on a charge and a first amended charge filed by Terri L. Brown, an Individual (Charging Party), is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, and alleges that Ralphs Grocery Company (Respondent) has violated the Act by engaging in the following unfair labor practices:

1. (a) The charge in this proceeding was filed by the Charging Party February 6, 2012, and a copy was served on Respondent by regular mail on February 7, 2012.
(b) The first amended charge in this proceeding was filed by the Charging Party on April 20, 2012, and a copy was served on Respondent by regular mail on April 23, 2012.
2. (a) At all material times, Respondent has been a corporation with offices and places of business throughout California, including a warehouse located at 1100 W. Artesia Blvd., in Compton, California, herein called the Compton Warehouse, and has been engaged in the operation of retail grocery markets.

(b) The Respondent, in conducting its operations described above in paragraph 2(a), annually derives gross revenues in excess of \$500,000, and purchases and receives at its Compton Warehouse, goods valued in excess of \$50,000, directly from points outside the State of California.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. (a) At all material times, Respondent has maintained a Mediation & Binding Arbitration Policy (MBAP), a copy of which is attached hereto as Appendix "A," that contains provisions requiring certain employees to resolve employment-related disputes exclusively through individual arbitration proceedings, to relinquish any rights they have to resolve such disputes through collective or class action, and to keep confidential the existence, content and outcome of all arbitration proceedings.

(b) At all material times, employees would reasonably conclude that the provisions of the MBAP, described above in paragraph 3(a), and as set forth fully in Appendix "A," preclude them from filing unfair labor practice charges with the Board as well as from engaging in conduct protected by Section 7 of the Act.

4. At all material times, as part of the application for employment process, Respondent required employment applicants to execute a document acknowledging and agreeing to be bound by the provisions of the MBAP.

5. (a) Since at least August 7, 2011, Respondent has enforced the provisions of the MBAP, described above in paragraph 3, by moving to compel arbitration and dismiss or stay the proceedings in a wage and hour complaint filed

by the Charging Party against it in the captioned case of *Brown v. Ralphs Grocery Company*, No. BC423 782 (Cal. Super. Ct.).

(b) Respondent's motion, described above in paragraph 5 (a), was litigated, appealed and remanded in the state courts of California (Respondent's petition for certiorari was denied by the Supreme Court of the United States); whereupon, after Respondent's motion to compel individual arbitration was granted, on about May 2, 2012, the Charging Party's claim under the Private Attorneys General Act of 2004 (PAGA) (Cal. Labor Code §2699) alone was stayed by the trial court, which retained jurisdiction over the civil litigation, pending completion of Charging Party's arbitration proceeding.

6. By the conduct described above in paragraphs 3 through 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for Respondent's unfair labor practices, in addition to the traditional remedies, the Acting General Counsel seeks an order requiring Respondent to:

(i) Rescind the unlawful provisions of its MBAP and notify all employees subject to the MBAP of said rescission;

(ii) Post the Notice to Employees at all locations where the MBAP is in effect;

(iii) Cease and desist from: (1) requiring employees to arbitrate all employment related claims and relinquish any rights which employees have to resolve such disputes through collective or class action; (2) maintaining and enforcing those portions of its MBAP prohibiting collective and class actions; and, (3) maintaining those portions of its MBAP that employees would reasonably conclude preclude them from filing unfair labor practice charges with the Board or requiring them to keep confidential the existence, content and outcome of all arbitration proceedings.

(iv) Reimburse Charging Party for any litigation expenses directly related to opposing Respondent's motion to compel (or any other legal action taken to enforce the MBAP); and,

(v) Move the appropriate state court, jointly with Charging Party, upon request, to vacate its order compelling arbitration pursuant to Respondent's MBAP, provided a motion to vacate can still be timely filed.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be received by this office on or before February 11, 2013 or postmarked on or before February 10, 2013. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

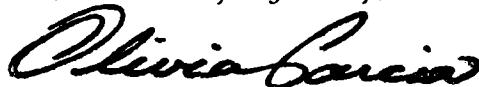
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on File Case Documents, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the regional office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the regional office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT during the calendar call commencing at 1:00 p.m., PDT, on May 6, 2013, a hearing will be conducted before an administrative law judge

of the National Labor Relations Board in Hearing Room 902, 888 S. Figueroa Street, Ninth Floor, Los Angeles, California. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338. The precise order of all cases scheduled to be heard on this calendar call will be determined no later than the close of business on the Friday preceding the calendar call.

DATED at Los Angeles, California, this 28th day of January, 2013.

A handwritten signature in black ink, reading "Olivia Garcia". The signature is fluid and cursive, with the first name "Olivia" being more prominent than the last name "Garcia".

Olivia Garcia, Regional Director
Region 21
National Labor Relations Board
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017-5449

Attachments



RALPHS GROCERY COMPANY
DISPUTE RESOLUTION PROGRAM

MEDIATION & BINDING ARBITRATION POLICY



In any organization, employment-related disputes exist or arise from time to time. Sometimes, these disputes are only able to be resolved through formal dispute resolution proceedings. With this in mind, Ralphs Grocery Company (the "Company"), on the one hand, and all of its employees and applicants for employment (referred to herein individually as "Employee" or collectively as "Employees"), on the other hand, must resolve employment-related disputes through and in accordance with this Dispute Resolution Program ("DRP") Mediation & Binding Arbitration Policy ("Arbitration Policy"). This Arbitration Policy applies to all Employees' employment (or application for employment) and is aimed at resolving employment-related disputes quickly and fairly, to the benefit of everyone involved. This Arbitration Policy is not meant to supplant the purpose, role and effect of managers, supervisors, administrators, any applicable grievance and arbitration procedure contained in a collective bargaining agreement ("CBA") and applicable internal grievance and complaint/dispute resolution procedures available to Employees for resolving workplace issues, including, for example, complaints of unlawful harassment, discrimination or retaliation. Employees should continue to seek resolution of employment-related disputes through such channels to the extent they are applicable to their disputes. However, this Arbitration Policy is the exclusive mechanism for formal resolution of disputes and awards of relief that otherwise would be available to Employees or the Company in a court of law or equity or in an administrative agency. This Arbitration Policy supersedes and replaces each prior version of the Company's Mediation & Binding Arbitration Policy. The Arbitration Policy is as follows:

1. All Employees are employed by, or are seeking or applying for employment with, the Company, which does business as Ralphs Supermarkets, Food 4 Less Warehouse Supermarkets, Foods Co Warehouse Supermarkets, Cala Foods and Bell Markets. The Company is affiliated with parent, subsidiary, sibling and affiliated companies including, for example and without limitation, The Kroger Co., Kroger Group Cooperative, Inc., Fred Meyer, Inc., Fred Meyer Stores, Inc., Quality Food Centers, Inc., Hughes Markets, Inc. and Food 4 Less Holdings, Inc., and its or their respective agents, employees, officers, directors or owners. In this Arbitration Policy, the Company and these other affiliated entities or persons are referred to collectively as "Ralphs".
2. For Employees whose terms and conditions of employment are determined by a CBA, this Arbitration Policy does not apply to claims or disputes arising out of the terms and conditions of the CBA (referred to in this Arbitration Policy as "Excluded Disputes"), but does apply to and require final and binding arbitration of such Employees' (and all other Employees') individual statutory claims or disputes. Except for Excluded Disputes, this Arbitration Policy applies to any and all other employment-related disputes that exist or arise between Employees and Ralphs (or any of them) that would constitute cognizable claims or causes of action in a federal, state or local court or agency under applicable federal, state or local laws (referred to in this Arbitration Policy as "Covered Disputes"). Covered Disputes are employment-related disputes that are not Excluded Disputes which involve the interpretation or application of this Arbitration Policy, the employer/employee relationship, an Employee's actual or alleged employment with Ralphs (or any of them), the termination of such employment, or applying for or seeking such employment. A person who has sought or applied for employment with Ralphs (or any of them), is employed by Ralphs (or any of them) or whose employment with Ralphs (or any of them) has terminated, and who wishes to initiate or participate in formal dispute resolution proceedings to resolve his or her Covered Disputes, is an Employee under this Arbitration Policy. If any Employee or Ralphs (or any of them) wishes to initiate or participate in formal proceedings to resolve any Covered Disputes, the Employee or Ralphs (or any of them) must submit those Covered Disputes to final and binding arbitration as described in this Arbitration Policy. The Company therefore agrees to arbitrate any Covered Disputes, whether initiated by an Employee or by the Company. Only Covered Disputes can be arbitrated under this Arbitration Policy.
3. There are no judge or jury trials permitted under this Arbitration Policy. The Company and Employees waive any right that they have or may have to a judge or jury trial of any Covered Disputes, to have any formal dispute resolution proceedings concerning any Covered Disputes take place in a local, state or federal court or agency, and to have any formal dispute resolution proceedings concerning any Covered Disputes be heard or presided over by an active local, state or federal judge, judicial officer or administrative officer. This Arbitration Policy requires that all

Covered Disputes must be heard, determined and resolved only by a Qualified Arbitrator (as defined herein) through final and binding arbitration. Notwithstanding the foregoing and any other provisions of this Arbitration Policy, any Covered Disputes that are within the jurisdiction of a Small Claims Court may, at the option of the party asserting such Covered Disputes, be resolved either in a Small Claims Court proceeding having jurisdiction over the matter or in arbitration proceedings by a Qualified Arbitrator (as defined herein) pursuant to this Arbitration Policy, but not both.

4. Arbitration as described in this Arbitration Policy is the sole and exclusive remedy for any and all Covered Disputes that exist or may arise. This Arbitration Policy requires, to the fullest extent permitted by law, the resolution of all Covered Disputes concerning the interpretation or application of this Arbitration Policy and/or any of the terms, conditions or benefits of employment (other than Excluded Disputes) by final and binding arbitration. Such Covered Disputes include, for example and without limitation, disputes having anything to do with the interpretation or application of this Arbitration Policy (including, without limitation, whether a dispute is a "Covered Dispute" or "Excluded Dispute"), and disputes, claims or causes of action for unfair competition, unfair business practices, misappropriation of trade secrets, conversion, replevin, trespass, restitution, indemnity, contribution, disgorgement, civil penalties, fraud, breach of contract, injunctive relief, unlawful harassment, unlawful discrimination, unlawful retaliation, failure to provide reasonable accommodation(s) for a disability or to engage in an interactive process about such accommodation(s), unpaid wages or failure to pay overtime or other compensation (or the computation thereof), failure to provide family or medical (or other required) leave, failure to consider for hiring, failure to hire for employment and actual or constructive termination of the employment relationship. Covered Disputes subject to this Arbitration Policy include all Employees' individual statutory claims or disputes arising under the California Fair Employment and Housing Act; the Illinois Human Rights Act; the Cook County Human Rights Ordinance; the Chicago Human Rights Ordinance; the Indiana Civil Rights Law; the Nevada Fair Employment Practices Act; the Civil Rights Act of 1964; the Americans With Disabilities Act; the Age Discrimination in Employment Act; the Family Medical Leave Act; the California Family Rights Act; the California Labor Code, Illinois Compiled Statutes, Indiana Code, or Nevada Revised Statutes (excluding workers' compensation and unemployment insurance benefits claims); the Fair Labor Standards Act; the Employee Retirement Income Security Act; the California Unfair Competition Law; the Uniform Trade Secrets Act; the California Business & Professions Code; the California Civil Code; the California Government Code; and the United States Code, as enacted and amended. Both Ralphs and Employees must submit any and all such Covered Disputes to final and binding arbitration before a neutral Qualified Arbitrator (as defined herein) under and pursuant to this Arbitration Policy.
5. This Arbitration Policy does not prevent Employees and Ralphs (or any of them) who are parties to Covered Disputes governed by and subject to this Arbitration Policy from pursuing an informal resolution of such disputes, before commencing any arbitration proceedings under this Arbitration Policy, through management review by the Company and/or by agreeing voluntarily to submit any such disputes to mediation under this Arbitration Policy. Any Employee wishing to pursue informal resolution of such disputes through management review by the Company must fully and properly complete and sign a DRP Notice of Dispute & Request for Resolution form and submit it to the Company's Manager of Employee Relations, from whom the form can be obtained. Nothing in this Arbitration Policy excuses an Employee's existing obligation to complete and sign a Notice of Dispute & Request for Resolution form and submit it to the Company, such as under the DRP Complaint Resolution Procedure or other Company policies or procedures. Any Employee wishing to pursue informal resolution of such disputes through voluntary mediation under this Arbitration Policy must complete and sign a DRP Request for Mediation form and submit it to the Company's Manager of Employee Relations, from whom the form can be obtained. Should the parties agree to mediate any such disputes under this Arbitration Policy, the Company will pay the mediator's fee for one day (up to a maximum of eight hours) of mediation services by a mediator mutually agreed upon by all of the parties to such dispute(s). Nothing contained in this Arbitration Policy obligates Employees or Ralphs (or any of them) to agree to or settle a dispute through mediation, which is strictly voluntary. In other words, if for any reason any party to this Arbitration Policy fails or refuses to mediate, all parties are still required to arbitrate any and all Covered Disputes. Therefore, if any Covered Disputes are not resolved through management review by the Company, mediation under this Arbitration Policy (either because the parties did not reach an agreement to mediate or because no resolution was reached during a mediation they agreed to participate in) or other informal dispute resolution efforts, they can and will only be submitted for formal dispute resolution through final and binding arbitration under and pursuant to this Arbitration Policy. Any request for or pursuit of informal resolution (through management review, mediation or otherwise) does not extend or toll any otherwise applicable time limitations or statutes of limitation under this Arbitration Policy.

6. This Arbitration Policy does not prevent or excuse any Employee or Ralphs (or any of them) from satisfying any applicable statutory conditions precedent or jurisdictional prerequisites to pursuing their Covered Disputes by, for example, filing administrative charges with or obtaining right to sue notices or letters from federal, state, or local agencies. However, final and binding arbitration as described in this Arbitration Policy is the sole and exclusive remedy or formal method of resolving the Covered Disputes. If there is no applicable statutory condition precedent or jurisdictional prerequisite to pursuing a Covered Dispute, all parties must proceed directly to arbitration under and pursuant to this Arbitration Policy. Notwithstanding any other provision of this Arbitration Policy, all Employees retain the right under the National Labor Relations Act ("NLRA") to file charges with the National Labor Relations Board ("NLRB"), and to file charges with the United States Equal Employment Opportunity Commission ("EEOC") under federal equal employment opportunity laws within the EEOC's administrative jurisdiction.
7. This Arbitration Policy, any arbitration proceedings held pursuant to this Arbitration Policy, and any proceedings concerning arbitration under this Arbitration Policy are subject to and governed by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "F.A.A."). In accordance with Section 3 of the F.A.A., the Qualified Arbitrator (as defined herein) must interpret, apply and enforce this Arbitration Policy as written. Unless the parties agree otherwise, the "Qualified Arbitrator" must be a retired state or federal judge (excluding retired administrative law judges and hearing officers) from the state jurisdiction or federal judicial district in which the Covered Dispute(s) arose or will be arbitrated, and neither the American Arbitration Association ("AAA") nor the Judicial Arbitration & Mediation Service ("JAMS") will be permitted to administer any arbitration held under or pursuant to this Arbitration Policy. The parties to any arbitration as described in this Arbitration Policy will select and appoint a Qualified Arbitrator by mutual agreement. If the parties do not mutually agree on the selection and appointment of a Qualified Arbitrator, the following selection method will be used to select and appoint a Qualified Arbitrator: (1) Each party to the arbitration proceeding will propose a list of three Qualified Arbitrators that they want appointed to hear and decide the Covered Dispute(s); and (2) The parties will alternate in striking one name from any other party's list of proposed Qualified Arbitrators, with the first strike to be made by a party who has not demanded arbitration pursuant to this Arbitration Policy, followed by a continuing rotation of alternating adverse parties until there is only one proposed Qualified Arbitrator that has not been stricken, who will be deemed to be the parties' selected and appointed Qualified Arbitrator to hear and decide the Covered Dispute(s) that are the subject of the arbitration proceedings.
8. The Federal Rules of Civil Procedure ("FRCP"), as implemented by the Local Rules of the United States District Court for the federal judicial district of the geographic area in which the arbitration proceedings are pending and determined or enforced by the Qualified Arbitrator, will apply to and govern any arbitration proceedings held under or pursuant to this Arbitration Policy. During any such arbitration proceedings, the parties will have the right to conduct normal civil discovery and to bring motions, as provided by the FRCP. However, there is no right or authority for any Covered Disputes to be heard or arbitrated on a class action basis, as a private attorney general, or on bases involving claims or disputes brought in a representative capacity on behalf of the general public, of other Ralphs employees (or any of them), or of other persons alleged to be similarly situated. The individual Covered Disputes of any Employees bound by this Arbitration Policy are subject to this Arbitration Policy. Any action or proceeding brought against Ralphs (or any of them) by any person (whether an Employee bound by this Arbitration Policy or not) or entity in a representative capacity on behalf of or for the benefit of (in whole or in part) any Employee bound by this Arbitration Policy is designated as a "Representative Action" in this Arbitration Policy. Any individual Covered Disputes of or by any Employee for a remedy pursuant to or under the authority of a Representative Action are governed by and subject to this Arbitration Policy. Thus, even though the FRCP applies as set forth above, there are no judge or jury trials and there are no class actions or Representative Actions permitted under this Arbitration Policy.
9. A demand for arbitration of any Covered Disputes governed by and subject to this Arbitration Policy must be made in writing, comply with the requirements for pleadings under the FRCP and be served on the other party in the manner provided for service of a summons under the FRCP within the applicable statute of limitations period as provided under governing law and this Arbitration Policy. Alternatively, any demand for arbitration made to the Company may be served by hand or guaranteed next business day delivery, with proof of delivery obtained, on either its Manager of Employee Relations, 1100 West Artesia Boulevard, Compton, CA 90220, Telephone (310) 900-3772 or (800) 382-4516, or its registered agent for service of process in the state in which the Covered Dispute(s) arose or will be arbitrated, and also within the applicable statute of limitations period as provided under governing law and this Arbitration Policy. In

the event that the applicable statute of limitations period as provided under governing law is longer than one year, and is of the type that can be shortened by contractual agreement, the Company and Employees agree that the applicable statute of limitations period is shortened to one year. Any and all disputes arising out of or relating to the making of a demand for arbitration or the applicable statute of limitations period are Covered Disputes under this Arbitration Policy and must be resolved only by the Qualified Arbitrator.

10. Each party to the arbitration will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. Ralphs (or any of them who are parties to the arbitration proceedings) in all cases where required by settled and controlling legal authority will pay up to all of the Qualified Arbitrator's and arbitration fees, as apportioned by the Qualified Arbitrator at the outset of the arbitration proceedings in accordance with such legal authority and after the parties have received notice and an opportunity to be heard on the subject. In all instances in which there is a dispute over the apportionment of the Qualified Arbitrator's or arbitration fees, such dispute is a Covered Dispute under this Arbitration Policy which must be resolved only by the Qualified Arbitrator, who must apply and follow only decisions of the United States Supreme Court in resolving such dispute, which will be deemed controlling notwithstanding any contrary or differing decisions of any other court. In the event settled and controlling legal authority does not require that one party or another bear a greater share of the Qualified Arbitrator's or arbitration fees, such fees will be apportioned equally between each set of adverse parties.
11. The Federal Rules of Evidence will apply to the arbitration proceedings and hearings held pursuant to this Arbitration Policy. The Qualified Arbitrator will be empowered to award any party to the arbitration proceedings any remedy at law or in equity that the party would otherwise have been entitled to had the matter been litigated in a court or before a government agency with jurisdiction over the matter. For example, general, special and punitive damages, injunctive relief, costs and attorneys fees may be awarded if the applicable law provides for them. The authority to award any remedy, however, is subject to whatever limitations on such remedies exist under applicable law. However, the Qualified Arbitrator will have no power, authority or jurisdiction to hear or decide any Covered Dispute(s) as any type of Representative Action, to award any type of remedy or relief for any Covered Dispute(s) in connection with any type of Representative Action or to interpret, apply or modify this Arbitration Policy in any manner that would empower or authorize the Qualified Arbitrator to do so. The Qualified Arbitrator must issue an award in writing which must be accompanied by or include a written, reasoned statement of decision or opinion stating or setting forth the essential findings of fact and conclusions of law supporting the disposition of each of the Covered Disputes being arbitrated, broken down by each of the Covered Disputes. Except and only to the extent it may be required by applicable law, the parties and the Qualified Arbitrator shall maintain the existence, content and outcome of any arbitration proceedings held pursuant to this Arbitration Policy in the strictest confidence and shall not disclose the same without the prior written consent of all the parties. A judgment of any court having jurisdiction may be entered upon the Qualified Arbitrator's award upon being confirmed by such court. The Qualified Arbitrator will have no jurisdiction to issue any award that is contrary to or inconsistent with the applicable law(s) at issue.
12. Following the conclusion of the evidentiary portion of the arbitration hearing, any party will have the right to prepare and file with the Qualified Arbitrator a post-hearing brief not to exceed 25 pages in length. Any such brief will be served on the Qualified Arbitrator and the other parties within 30 days of the close of the evidentiary portion of the hearing, unless the parties agree to some other time period. The Qualified Arbitrator will have the authority to grant an extension of the time or to increase the page limitation set forth above upon the request of any party for good cause shown.
13. This Arbitration Policy is the full and complete policy and agreement between the parties relating to the formal resolution of Covered Disputes. This Arbitration Policy may not be modified except in writing, or as otherwise expressly permitted or required by this Arbitration Policy or controlling law. The submission of an application for employment, acceptance of employment or continuation of employment with the Company by an Employee is deemed the Employee's acceptance of this Arbitration Policy. No signature by an Employee or the Company is required for this Arbitration Policy to apply to Covered Disputes.
14. The employment with the Company of Employees whose terms and conditions of employment are not determined by a CBA is and continues to be at-will. Nothing in this Arbitration Policy changes the at-will employment status with the Company for such Employees. The at-will employment status for such Employees can only be changed by a written agreement expressly changing that status and signed by both the Employee and the President of the Company.

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**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

(OVER)

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8 1/2 by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board: No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 21-CA-073942

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Timothy F. Ryan, Attorney at Law
Morrison & Foerster LLP
555 W 5th Street, Suite 3500
Los Angeles, CA 90013-1080

Ralphs Grocery Company
1100 W Artesia Boulevard
Compton, CA 90220-5108

Steven Katz, Attorney at Law
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355 S Grand Avenue, Suite 2900
Los Angeles, CA 90071-1514

The Kroger Co.
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Suzy E. Lee, Attorney at Law
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, CA 90067

Terri Brown
623 W 58th Street
Los Angeles, CA 90037-4031

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

RALPHS GROCERY COMPANY

and

TERRI L. BROWN, an Individual

Case 21-CA-073942

AFFIDAVIT OF SERVICE OF: COMPLAINT AND NOTICE OF HEARING
(with forms NLRB-4668 and NLRB-4338 attached).

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on January 28, 2013, I served the above-entitled document(s) by certified or regular mail, as noted below, upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Ralphs Grocery Company
1100 W Artesia Boulevard
Compton, CA 90220-5108
(7003 0500 0004 8022 8643)

The Kroger Co.
1014 Vine Street
Cincinnati, OH 45202-1141
(7003 0500 0004 8022 7967)

CERTIFIED MAIL

Terri L. Brown
623 W 58th Street
Los Angeles, CA 90037-4031

REGULAR MAIL

Timothy F. Ryan, Attorney at Law
Morrison & Foerster LLP
555 W 5th Street, Suite 3500
Los Angeles, CA 90013-1080

Steven Katz, Attorney at Law
Reed Smith LLP
355 S Grand Avenue, Suite 2900
Los Angeles, CA 90071-1514

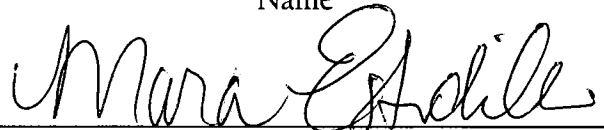
Suzy E. Lee, Attorney at Law
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, CA 90067

January 28, 2013

Date

Mara Estudillo, Designated Agent of NLRB

Name



Signature

TIMOTHY F. RYAN (BAR NO. 51488)
Email: TRyan@mofo.com
MORRISON & FOERSTER LLP
555 West Fifth Street, Suite 3500
Los Angeles, California 90013-1024
Telephone: (213) 892-5200
Facsimile: (213) 892-5454

Attorneys for Respondent
RALPHS GROCERY COMPANY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21

RALPHS GROCERY COMPANY

and

Case 21-CA-073942

TERRI L. BROWN, an individual

ANSWER TO COMPLAINT

COMES NOW Respondent Ralphs Grocery Company ("Respondent"), and pursuant to NLRB Rules and Regulations Section 102.20, files its Answer to the Complaint filed by the Regional Director in this matter:

1. Respondent admits the allegations of paragraphs 1(a) and 1(b) of the Complaint.
2. Respondent admits the allegations of paragraphs 2(a), 2(b) and 2(c) of the Complaint.
3. Respondent denies the allegations of paragraphs 3(a) and 3(b) of the Complaint.
4. Respondent denies the allegations of paragraph 4 of the Complaint.
5. Respondent denies the allegations of paragraphs 5(a) and 5(b) of the Complaint.

6. Respondent denies the allegations of paragraph 6 of the Complaint.

7. Respondent denies the allegations of paragraph 7 of the Complaint.

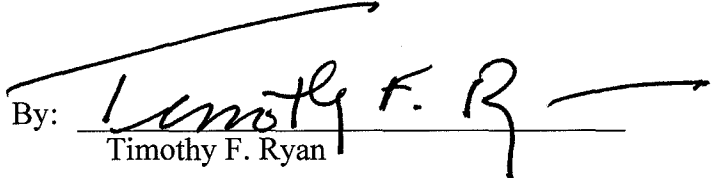
AFFIRMATIVE DEFENSE

The allegations of the Complaint and each of them are barred by Section 10(b) of the Act.

The Complaint in this matter should be dismissed in its entirety.

Dated at Los Angeles, California this 11th day of February, 2013.

TIMOTHY F. RYAN
MORRISON & FOERSTER LLP

By: 
Timothy F. Ryan

Attorneys for Respondent
RALPHS GROCERY COMPANY

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CERTIFICATE OF SERVICE

I declare that I am employed with the law firm of Morrison & Foerster LLP, whose address is 555 West Fifth Street, Los Angeles, California 90013-1024. I am not a party to the within cause, and I am over the age of eighteen years.

I further declare that on the date hereof, I served a copy of:

ANSWER TO COMPLAINT

☒ **BY ELECTRONIC SERVICE [Fed. Rule Civ. Proc. rule 5(b)]** by electronically mailing a true and correct copy through Morrison & Foerster LLP's electronic mail system to the e-mail address(es) set forth below, or as stated on the attached service list per agreement in accordance with Federal Rules of Civil Procedure rule 5(b).

☒ **BY OVERNIGHT DELIVERY [Fed. Rule Civ. Proc. rule 5(b)]** by placing a true copy thereof enclosed in a sealed envelope with delivery fees provided for, addressed as follows, for collection by UPS, at 555 West Fifth Street, Los Angeles, California 90013-1024 in accordance with Morrison & Foerster LLP's ordinary business practices.

I am readily familiar with Morrison & Foerster LLP's practice for collection and processing of correspondence for overnight delivery and know that in the ordinary course of Morrison & Foerster LLP's business practice the document(s) described above will be deposited in a box or other facility regularly maintained by UPS or delivered to an authorized courier or driver authorized by UPS to receive documents on the same date that it (they) is are placed at Morrison & Foerster LLP for collection.

BY ELECTRONIC SERVICE

Suzy E. Lee, Esq.
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, CA 90067
Email: suzy.lee@capstonelawyers.com

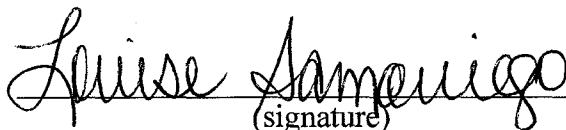
BY OVERNIGHT DELIVERY

Terri Brown
623 West 58th Street
Los Angeles, CA 90037-4031

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Los Angeles, California, this 11th day of February, 2013.

Louise J. Samaniego
(typed)


(signature)